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W.E. DAVIS, CH CLERK

Document Title:

Limited Power of Attorney

Grantor: Meritage Mortgage Corporation

Grantee: Ocwen Federal Bank FSB

POA # 1627

MERITAGE MORTGAGE CORPORATION

LIMITED POWER OF ATTORNEY



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 27th day of January, 2009.
By [Signature] Deputy Clerk

Meritage Mortgage Corporation (hereinafter called "Meritage") hereby appoints Ocwen Federal Bank FSB, as its true and lawful attorney-in-fact to act in the name, place and stead of Meritage for the purposes set forth below. This limited power of attorney is given in furtherance of that certain Residential Flow Servicing Agreement by and between Resource Bancshares Mortgage Group, Inc. and Ocwen Federal Bank FSB dated as of September 25, 1997 (the "Agreement") to which reference is made for the definition of all capitalized terms herein and shall only be effective as to loans being serviced pursuant to the terms of the Agreement (the "Loans").

The said attorney-in-fact, is hereby authorized and empowered with respect to the performance of its obligations under the Agreement as to the Loans as follows:

To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Meritage not described herein; nor waive in any way or amend the respective representations, warranties or covenants of the parties contained in the Agreement.

Dated: October 18, 1999
Corporation

Meritage

Mortgage

Witness:

By:

[Signature]
Name: Larry W. Reed
Title: President

[Signature]
Name: Kevin M. Kirkey

[Signature]
Name: Sharon Russell

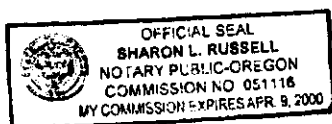
State of Oregon)

County of Clackamas)



BEFORE ME, Sharon Russell, a Notary Public in and for the jurisdiction aforesaid, on this 18 day of October 1999, personally appeared Larry W. Reed who resides at Lake Oswego, Oregon and who is personally known to me (or sufficiently proven) to be the president of Meritage and the person who executed the foregoing instrument by virtue of the authority vested in him and he did acknowledge the signing of the foregoing instrument to be his free and voluntary act and deed as the president of Meritage for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 18 day of October 1999.



[Signature]
Notary Public for Oregon
My Commission Expires: April 9, 2000